

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 03-178**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**REQUIREMENTS
FOR
TREE MAINTENANCE SERVICES**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, July 09, 2003, in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

**PROPOSAL
SPECIFICATION # 03-178**

**BID OPENING TIME: 12:00 NOON
DATE: July 09, 2003**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of the Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

**REQUIREMENTS FOR:
TREE MAINTENANCE SERVICES CONTRACT**

BID SECURITY REQUIRED: NO ☒ X ☐

PERFORMANCE BOND REQUIRED: YES ☐ X ☒ \$5000

BIDDER IS BIDDING CONTRACT AS: ☐ On All Or None Award Basis

☐ Will Accept Bid Item By Bid Item Contract Award

BIDDING SCHEDULE

TREE MAINTENANCE SERVICES

NOTE: The estimated quantities needed are based upon previous bid prices for contractual tree maintenance services done and funds available to do such work, but does not specifically imply actual future work to be done. Therefore, a unit price for each diameter class within each bid item needs to be provided on bid proposal submitted.

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY NEEDED</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Class II - Standard Tree Pruning			
	Less Than 6" Diameter	25		
	7" - 12" Diameter	25		
	13" - 18" Diameter	100		
	19" - 24" Diameter	100		
	25" - 30" Diameter	100		
	31" - 36" Diameter	100		
	37" - 42" Diameter	50		
	42" + Diameter	50		
			ITEM 1 TOTAL	

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY NEEDED</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2.	Tree Removal Including Stump			
	Less Than 6" Diameter	5		
	7" - 12" Diameter	5		
	13" - 18" Diameter	5		
	19" - 24" Diameter	5		
	25" - 30" Diameter	5		
	31" - 36" Diameter	5		
	37" - 42" Diameter	5		
	42" + Diameter	5		
			ITEM 2 TOTAL	

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY NEEDED</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3.	Stump Removal			
	Less Than 6" Diameter	5		
	7" - 12" Diameter	5		
	13" - 18" Diameter	5		
	19" - 24" Diameter	5		
	25" - 30" Diameter	5		
	31" - 36" Diameter	5		
	37" - 42" Diameter	5		
	42" + Diameter	5		
			ITEM 3 TOTAL	

NOTE: Diameter for bid items 1 and 2 is the trunk diameter measured at 4 ½ feet above ground, known as diameter at breast height, or DBH. For multi-trunk trees the diameter (DBH) of the largest trunk will be considered as the diameter for such trees. When tree configuration (refer to Attachment H) will not allow accurate measurement at normal point (DBH), measurement will be taken below DBH to determine diameter of tree (tree starts to fork at 4 ½ feet above ground and measurement is taken just below the start of the fork).

Diameter for Bid Item 3 shall be based upon the diameter of the cut stump as measured across the face (top) of the stump at its widest horizontal measurement, not including extension of surface roots.

TERM PRICE CLAUSE: Term of agreement is one (1) year from September 1, 2003 through August 31, 2004, with options to renew for two (2) additional one (1) year periods starting on September 1, 2004.

Bidder must state:

- (a) Bid prices firm for the full contract period: _____; or
- (b) Bid prices subject to escalation/de-escalation _____.
- (c) If (b), state period for which prices will be firm: through _____

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____YES _____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL, QUALIFICATIONS OF
BIDDER FORM, AND SUPPORTIVE MATERIALS.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**

SEALED BID FOR SPEC. #03-178

COMPANY NAME	SIGNATURE
STREET ADDRESS OR PO BOX	PRINT NAME
CITY, STATE ZIP CODE	TITLE
TELEPHONE	DATE
EMPLOYER'S FEDERAL ID # OR SOCIAL SECURITY #	TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

QUALIFICATIONS OF BIDDER

The following necessary information must be submitted with the bid proposal and will be considered when bids are evaluated.

1. Company name, address, name of contact person and telephone number:

2. Name, employment status and number of personnel, who are trained and experienced Arborists and ground persons that would be used to do designated tree work for City of Lincoln:

<u>PERSON</u>	<u>CITY OF LINCOLN ARBORIST LICENSE #</u>	<u>EMPLOYMENT STATUS (PERMANENT FULL-TIME/ PART-TIME)</u>	<u>HOW LONG EMPLOYED</u>

3. Name of insurance company and current policy numbers for liability and workers comp coverage:

4. Equipment currently owned and/or leased by bidder to do tree removals, trimming, stump removals, etc. (list manufacturer and model):

Aerial Bucket Truck(s)(must have 45 feet or greater vertical working height):

Brush Chipper(s):

Stump Grinder(s):

Front-end Loader/Log Loader:

Chipper Truck With Enclosed Box (note load capacity of box):

Trucks to Haul Large Trucks/Limbs:

Chain Saws, Pole Saws, Loppers, Etc.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

CITY OF LINCOLN
SPECIFICATION #03-178
TREE MAINTENANCE SERVICES

1. INTENT

- 1.1 To provide contractual tree maintenance services for the City of Lincoln as needed according to the specifications herein and in accordance with all applicable Lincoln Municipal Codes pertaining to such services and work.
- 1.2 To provide all required supervision, labor, tools, equipment, traffic control devices, services, qualifications, insurance, experience and expertise to perform tree maintenance services specified herein in a safe, timely, and efficient manner.
- 1.3 Services may be required at any time of the day or night and before, during, and/or after adverse weather conditions or emergencies on an on-call 24 hour per day basis.
- 1.4 Tree maintenance services may involve one or any combination of the following: tree pruning, tree removal and/or stump removal.
- 1.5 Assigned tree maintenance work would be on City owned property and could be at various different locations (i.e. Street right-of-ways, Parks, Golf courses, Trails, etc.) as directed by the City.
- 1.6 These services shall be performed for the City of Lincoln Parks Department and possibly for other City departments requiring such services, under the direction and supervision of the City Arborist.
- 1.7 No guarantee of actual tree maintenance service requirements and/or quantity of work is implied or expressed.
- 1.8 Contractual tree maintenance services performed will be determined by actual need for such services and the available funding to have such contractual work done.

2. TERM OF AGREEMENT

- 2.1 The term of the initial contract service agreement shall be one (1) year through August 31, 2004, with an option to renew for two (2) additional one year periods, beginning September 1, 2005, at the sole discretion of the City of Lincoln.
- 2.2 The City or Contractor may terminate the contract service agreement at any time provided a thirty (30) day written notice is submitted by the one who wants to terminate the service agreement.

3. SCOPE OF WORK

- 3.1 Tree Pruning (Bid Item #1)-
 - 3.1.1 Class II Standard Pruning as defined and described in the National Arborist Association standards (refer to Attachment A). Standard pruning will be done to eliminate potential hazardous conditions in trees; maintain or improve tree health and structure; improve aesthetics; remove dead, dying, decayed, diseased, damaged, broken, interfering and/or obstructing branches; correct or prevent branch and foliage interference for public safety.
- 3.2 Specific Tree Pruning Procedures
 - 3.2.1 Large trees on City property in or upon any street, parkway, sidewalk space or other public way shall be trimmed so that there is a minimum clearance of ten (10) feet over public sidewalks and fourteen (14) feet over the portion of public streets/alleys used for vehicular traffic (refer to Attachment B).
 - 3.2.2 Exceptions to minimum height clearance above streets/sidewalks are allowed for young shade trees or ornamental trees which would be irreparably damaged by such pruning (i.e. raising).
 - 3.2.3 Prune to remove all dead, dying, diseased, decayed, damaged, broken or loose branches 1.5 inch diameter or greater measured at the base of the branch.
 - 3.2.4 Remove any live branches 1.5 inch diameter or greater which interferes with the structural strength and healthful development of the tree.
 - 3.2.5 Remove branches which rub and abrade more important branches.
 - 3.2.6 Remove branches of weak structure which are not important to the framework of the tree.
 - 3.2.7 Remove branches obstructing development of more important branches.
 - 3.2.8 Remove branches forming multiple leaders in a single leader tree (i.e. Linden).

- 3.2.9 Remove secondary branches toward the ends of main scaffold branches which will produce more weight or offer more resistance to wind than the scaffold branches are likely to support using drop-crotch pruning methods.
- 3.2.10 Remove undesirable sucker and sprout growth.
- 3.2.11 Crowns of trees that have storm damage shall be pruned to restore and improve structure and form.
 - 3.2.11.1 Drop-crotch remove all cut/stubbed sucker branches or broken stubs (shards) back to larger branches and or leaders/trunks.
- 3.2.12 Remove or drop-crotch prune back branches which obstruct street lights, directional traffic signals/traffic signs, etc.
- 3.2.13 Remove lateral branches or partially prune back lateral branches which now or eventually will be on roofs and/or those growing toward or against buildings, houses, and yard trees, using directional drop-crotch pruning method.
- 3.2.14 Remove lateral branches or partially prune back lateral branches which now or eventually will be on cable/phone wires or street light wires using directional drop-crotch pruning method
- 3.2.15 When drop-crotch pruning to remove a branch to a side or lateral limb, such remaining limb should have a diameter of at least one-third (1/3) the diameter of the branch removed.
- 3.2.16 All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of pruning cuts by natural callus growth.
 - 3.2.16.1 Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made.
 - 3.2.16.2 Pruning cuts shall be made sufficiently close to the trunk, leader, or lateral branch without cutting into or removing the branch collar or branch bark ridge (refer to Attachment A & C). No protruding branch stubs shall be left.
- 3.2.17 Generally no more than one-third (1/3) of the live wood should be removed from the tree crown when pruning is done.
 - 3.2.17.1 Generally, the crown of the tree should be two-thirds (2/3) the height of the tree and the trunk one-third (1/3) to maintain a symmetrical appearance (refer to Attachment D).
- 3.2.18 All cutting tools and chainsaws used in pruning work shall be kept sharpened to result in final cuts with a smooth wood surface and secure bark remaining intact.
- 3.3 Tree Removal Including Stump (Bid Item #2)-
 - 3.3.1 Removal of designated tree(s) marked by the City, including the stump, located on City property (i.e. street right-of-ways, parks, golf courses, trails, etc.).
 - 3.3.2 Specific Tree/Stump Removal Procedures
 - 3.3.2.1 No City tree shall be removed unless identified and marked by the City Arborist for removal.
 - 3.3.2.2 If there is a danger that the tree to be removed may fall in the wrong direction or damage other trees or property, wedges, block and tackle, rope, or wire cable/winch (except where and electrical hazard exists) shall be used.
 - 3.3.2.3 All limbs/leaders shall be removed and lowered to a height and width sufficient to allow the tree to be removed to fall clear of any wires, curbs, sidewalks, properties and other objects in the vicinity.
 - 3.3.2.4 The tree removal work area shall be cleared to permit safe working conditions and closed off or barricaded if necessary in public use areas (i.e. sidewalks, streets, alleys, trails, picnic/playground areas in parks, golf course fairways/tee boxes/greens, etc.)
 - 3.3.2.5 A notch and back cut shall be used in felling trees over 5 inches in trunk diameter, measured at breast height (4 ½ feet above ground).
 - 3.3.2.6 The notch and back cut shall allow for sufficient hinge wood to guide the tree when felling it.
 - 3.3.2.6.1 The back cut shall be made higher than the point of the notch and shall avoid penetration into the predetermined hinge area.

- 3.3.2.7 The stump shall not be left higher than three (3) inches above ground level when removing a tree.
- 3.3.2.8 The stump, root flares at base of stump and obvious large exposed surface roots shall be removed with a stump grinder to a minimum depth of eight (8) inches below the finished grade level surrounding the stump.
- 3.3.2.9 All stump grindings shall be completely removed when backfilling is done.
 - 3.3.2.9.1 The work site, including any adjacent sidewalk, street, gutter and/or turf areas shall be cleaned of any stump grindings or debris created when removing grindings and backfilling.
- 3.3.2.10 Stump hole is not to be left open over night when hauling away stump grindings and/or back filling it.
- 3.3.2.11 Backfill for stump hole shall be clean top soil that is free of clods, rocks, lumps, and debris and shall be placed in the hole and all other depressions caused by grinding.
 - 3.3.2.11.1 Backfill will be leveled to three (3) inches above existing grade to allow for settling.
- 3.3.2.12 No depressions will be left in stump/root removal area(s) when backfilled with top soil.
- 3.4 Stump Removal (Bid Item #3)-
 - 3.4.1 Removal of stump, hauling away of stump/root grindings and back filling with top soil.
 - 3.4.2 Specific Stump Removal Procedures same as stipulated in 3.3.8, 3.3.9, 3.3.10, 3.3.11, and 3.3.12 of these specifications.

4. BIDDER QUALIFICATIONS/REQUIREMENTS

- 4.1 Bidding shall be limited to individuals, partnerships and corporations actively engaged in the field of arboriculture as a tree service company.
- 4.2 Bidders shall derive a majority of income from arboriculture work.
- 4.3 Bidders and/or their employees who do commercial tree service work in Lincoln shall be currently certified and licensed First Class Arborists according to Lincoln Municipal Code 5.06. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of the tree maintenance services contract.
- 4.4 All bidders must have in their possession by means of ownership or available to them by formal agreement at the time of bidding, trucks, devices, chippers, stump grinders, power and hand tools, aerial bucket trucks and other equipment and supplies which are necessary and required to perform the tree maintenance services outlined in these specifications.
 - 4.4.1 Bids will not be awarded to bidders who would purchase and/or lease necessary equipment and tools contingent upon their being awarded a bid and/or contract.
- 4.5 Bidders must be able to provide one or more crews to do assigned City tree maintenance services work in a timely, efficient and safe manner.
- 4.6 Crew personnel shall include, but may not be limited to the following:
 - 4.6.1 Crew Foreman/Supervisor (working): An individual who will provide supervision of the crew and will have responsibility for giving directions, making decisions and assuming responsibility for the tree work to be done as specified.
 - 4.6.2 Trimmer/Climber: An individual who has the arborist skills necessary for working in trees from an aerial bucket or by use of ropes, saddles and other hand climbing equipment. The person must be proficient in operating all other related mechanical equipment such as log loaders, trucks, front-end loaders, chippers, chainsaws, etc.
 - 4.6.3 Ground person: An individual who has the skills necessary in ground operations such as loading trucks, cutting limbs, operating a brush chipper and stump grinder, raking and cleaning up tree work areas and coordinating safe operations on the ground when tree work is in progress.

- 4.6.4 At least one (1) licensed First Class Arborist will be present at all times when tree crew is doing City tree work in accordance with Lincoln Municipal Code 5.06.040.
- 4.7 Bidders must have certain equipment and meet or exceed the minimum specified requirements herein for such equipment to do tree maintenance services, which shall include, but not be limited to the following:
 - 4.7.1 Truck-mounted fully insulated 45 foot minimum vertical reach aerial bucket truck, equipped with all necessary outriggers and safety devices.
 - 4.7.2 Brush chipper with a minimum capacity to chip brush and limbs 9" in diameter or greater and a chipper truck with a chip dump box having a minimum capacity of 10 cubic yards or more.
 - 4.7.3 Stump grinder with the following minimum specifications: cutting height (above ground) of 19", cutting width of 50", cutting depth (below ground) of 12".
 - 4.7.4 Front-end loader and/or log loader equip with grapple for loading large trunks, large logs and/or tree brush debris.
 - 4.7.5 Large dump truck and/or flatbed truck with sideboards capable of hauling large heavy loads of trunks, logs and/or tree debris.
 - 4.7.6 At least two (2) gas-powered chainsaws per crew that are of the proper power and size to do the assigned work and at least one (1) or more extra sharpened saw chains for each saw.
 - 4.7.7 At least one (1) gas-powered chainsaw pole pruner per crew with adjustable shaft that telescopes to at least 11 feet and at least one (1) or more extra sharpened saw chains for it.
 - 4.7.8 Hand tools also necessary to do tree maintenance work (lopping shears, lawn rakes, scoop shovels, pole pruner/saw, etc.) for each crew.
 - 4.7.9 At least one (1) gas-powered blower per crew for cleaning off sidewalks, streets, etc.
 - 4.7.10 Hard hat, hearing protection and other safety equipment for each crew person.
 - 4.7.11 Traffic cones and other required traffic control devices.

5. BIDDING PROCEDURE AND AWARD OF CONTRACT

- 5.1 Read attached Instructions to Bidders prior to submitting bid proposal.
- 5.2 Bidders should thoroughly read and understand the scope of work, responsibilities and all other specific requirements herein needed to provide tree maintenance services prior to submitting bids.
- 5.3 The following documents must be completed and submitted as part of the bid:
 - 5.3.1 Completed and signed Bid Proposal Form.
 - 5.3.1.1 The estimated quantities of work listed on the Bid Proposal for each bid item is based upon previous contractual tree maintenance work done in the City of Lincoln, but does not specifically imply actual future work to be done.
 - 5.3.1.1.1 Therefore, a unit price for each diameter class within each bid item needs to be provided on Bid Proposal submitted by each bidder.
 - 5.3.1.2 Unit bid price paid for Class II Standard Pruning and/or Tree Removal (including stump) will be based upon tree diameter measured at 4 ½ feet above the ground (DBH).
 - 5.3.1.3 Unit bid price paid for Stump Removal work done (grinding stump, grinding surface or brace roots, removing grindings, back filling stump hole) will be based upon the diameter of the stump as measured across the face (top) of the stump at its widest point.
 - 5.3.1.4 All unit bid prices shall include all labor, materials, equipment, hauling, disposal, cleaning up of work site, and all other costs associated with doing such work.
 - 5.3.1.5 Disposal of wood chips generated from doing City tree pruning work shall be done at a City designated dump site (1st & Cornhusker) for recycling purposes.

- 5.3.1.5.1 Disposal of smaller cut logs generated from street tree removal/pruning work shall be done by making such wood available free to the public at the work site and posting paper signs (provided by the City, refer to Attachment E) on such wood.
 - 5.3.1.5.2 Disposal of larger cut logs (over 12" diameter) and trunks will be done as directed by the City and with the intent to keep it from being disposed at the City landfill whenever possible.
 - 5.3.1.5.3 Disposal of brush and tree debris not chipped, logs, trunks not recycled, and stump grindings generated from City tree work done by the Contractor shall be the responsibility of the Contractor and any associated landfill dump fees incurred in disposing it shall be paid by the Contractor.
 - 5.3.2 Completed Qualifications of Bidder Form.
 - 5.3.3 Reference list indicating past or current commercial or Government clients within the last 5 years, applicable service dates, tree maintenance services performed, contact person, company name and telephone number of such clients.
 - 5.3.4 Listing of all equipment currently owned/leased in performing specific tree maintenance services.
 - 5.3.5 Listing of all permanent full time and/or permanent part-time personnel who would be involved in performing specified tree maintenance services and their related commercial arborist work experience.
- 5.4 In determining the low responsible bid, consideration may be given to the following factors:
 - 5.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the Contract agreement.
 - 5.4.2 Character, integrity, reputation, judgement, work related experience and efficiency of the bidder.
 - 5.4.3 Ability of the bidder to perform the work within the time specified for specified services.
 - 5.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.
 - 5.4.5 Quality of the bidder's performance of previous work.
 - 5.4.6 Total annual cost of the Bid Proposal submitted.
 - 5.4.7 Work performance and impact on City personnel and equipment expenses while assisting contractor.
 - 5.4.8 Any other information deemed relevant to the service agreement as determined by the City.
- 5.5 Contracts resulting from bid proposals may be awarded based on price, scheduling, the ability to complete work correctly on time, quality of work, compliance with stated traffic safety standards and previous inspection and acceptance of past work performed under contract for the City.
- 5.6 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in their best interest.
- 5.7 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Tree Maintenance Services and the requirements of the Contract Agreement.
- 5.8 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified and/or equipt to perform the obligations of any resulting Contract Agreement.

6. RESPONSIBILITIES OF THE CONTRACTOR

- 6.1 All tree/stump removal debris (i.e. limbs, branches, foliage, bark, stump grindings, etc.) will be collected and hauled away from work areas immediately following completion of work.

- 6.2 No debris shall be allowed to accumulate or be stored on City property or private property at any time without proper authorization from the City.
 - 6.2.1 Under no circumstances shall the accumulation of brush, limbs, or other debris be allowed on a public right-of-way in such a manner as to result in a hazard or sight obstruction to the public.
- 6.3 The contractor is legally responsible for damage to public and/or private property while performing the tree maintenance services outlined in these specifications.
- 6.4 Any damage to City and/or private property shall be reported to the City Arborist immediately.
- 6.5 Contractor shall erect proper barricades, signs and warning devices as necessary for sidewalk, street and/or traffic lane closure/control when doing tree work for the City.
- 6.6 Specifications for traffic control shall be followed as described in the City of Lincoln's Traffic Control Guidelines for Street Construction, Maintenance and Utility Operations (1997 Edition).
 - 6.6.1 This manual will be provided to the contractor by the City at the time when contractual tree work is first started.
 - 6.6.2 Contractor shall provide required number of traffic cones at own cost. Other required traffic control devices will be loaned to contractor by City.
- 6.7 The City shall have the right to require the Contractor to redo any tree work that is not done satisfactorily and in accordance with the specifications and/or standards stated herein.
- 6.8 Such work needing to be redone shall be performed promptly and at no additional cost to the City, either during or after the expiration of the resulting agreement.
- 6.9 Contractor shall not leave the work site if any severed, suspended and/or partially cut branches remain in the tree either during or after tree work is done.
- 6.10 Contractor shall immediately report to the City Arborist any structural weakness, disease conditions, decayed trunks or branches, split crotches or branches that may be observed while doing tree work for the City.
- 6.11 All such tree work done by the Contractor shall be conducted in a manner as to cause the least possible interference with or annoyance to individuals and the general public.
- 6.12 Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.
- 6.13 Contractor is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, sprinkler heads and valves.
 - 6.13.1 If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the contractor, such property shall be restored by the contractor at his/her expense to a condition similar or equal to that existing before such damage or injury, or he/she shall repair such damage in a manner acceptable to the City.
- 6.14 Inadequately or improperly trained personnel shall not be utilized by the Contractor in doing any tree work for the City.
 - 6.14.1 Personnel shall not perform tree work beyond their known capacity, training or ability to do so.
- 6.15 A qualified supervisor and/or foreman who is a licensed First Class Arborist shall be present when tree work is being done for the City.
- 6.16 The use of climbing spurs or spike shoes in the act of trimming/pruning trees is prohibited.
- 6.17 Unless the work area is totally barricaded or otherwise kept safe, at least one (1) representative of the Contractor's crew shall serve to coordinate safe operations on the ground at all times while City tree work is in progress.
- 6.18 Whenever large tree sections are being cut in a tree top which may endanger persons or property, such materials shall be secured by ropes and lowered safely to the ground in a controlled manner.
- 6.19 Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized City tree work done by the Contractor, the proper authorities of the utilities involved, or property owner involved, shall be consulted by the Contractor to performing any tree work activity and all requested reasonable precautions by any such authority or persons shall be complied with.

- 6.20 Contractor shall contact DIGGER'S HOTLINE at 1-800-331-5666 when necessary to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before removing City trees and/or stumps.
- 6.21 All motor vehicles and other major equipment used by the Contractor to do tree work shall be clearly identified with the name of their company and shall have placed upon such equipment in a conspicuous place an insignia furnished at cost by the City Parks and Recreation Department that identifies such equipment as that of a holder of an arborist's certificate (license) (refer to Attachment F).
 - 6.21.1 If selected Contractor uses rental equipment to perform work done for City, it must also display required insignia (refer to Attachment F).
- 6.22 The City Traffic Engineering Division (441-7711) shall be contacted to obtain prior approval of any street or traffic lane closures and/or posting of temporary no parking signs when necessary in order to do City tree work.
- 6.23 Distribute door hangers and/or printed materials provided by the City when necessary to residences and businesses describing what tree work is to be done by the Contractor. (Refer to Attachment G).
- 6.24 The contractor shall provide telephone numbers to the City Arborist and other City representatives as needed so they can be reached on a 24 hour a day basis.
- 6.25 The contractor may be required to do assigned work for the City at any time during the duration of the contract when needed and necessary.

7. RESPONSIBILITIES OF THE CITY

- 7.1 City will provide the following:
 - 7.1.1 Addresses and/or locations of designated trees needing to be pruned, removed and/or stumps needing to be removed.
 - 7.1.2 Addresses will be routed according to location, but it will be the contractor who makes the final decisions on how to route addresses for completing work specified to be done for the City.
 - 7.1.3 Instructions relative to the extent and priority of the work needing to be done. The City will establish priorities as to when tree work needs to be started and/or completed and will inform the contractor of these priorities.
 - 7.1.4 Provide door hangers and/or printed materials when necessary for distribution by contractor to homeowners/businesses where designated tree work is to be done. Provide temporary no parking signs when contractor needs to post no parking prior to doing assigned street tree work.
 - 7.1.5 Provide phone numbers of certain City personnel who will be assigning work and doing contract administration.
 - 7.1.6 Provide addresses and/or locations of assigned work needing to be redone or not done.

8. PAYMENT FOR WORK DONE

- 8.1 Payments will be made according to actual number of prunings, removals and/or stumps done, since these totals may vary from estimated quantities.
 - 8.1.1 Billing will only be done for work completely done.
- 8.2 Invoices for payment shall be submitted within twenty (20) days of completion of assigned tree work.
 - 8.2.1 It is preferred that one (1) billing statement be submitted, or if several, that they be submitted at the same time to the Lincoln Parks and Recreation Department for payment.
- 8.3 Billing statement or invoice submitted to City should include company name and address, locations of where completed tree work has been done, tree number if any, diameter of trunk or stump when applicable, contracted unit price per tree or stump, and total amount due.
 - 8.3.1 All billing statements or invoices submitted for payment shall be original.
- 8.4 Any City tree work by the contractor that is not done satisfactorily and in accordance with the specifications or standards stated herein shall be redone at no additional cost to the City.
 - 8.4.1 Tree work redone must be completed within seven (7) working days from the date of notification to do such work.

STANDARD PRUNING

Pruning Standard for Class II Pruning

This standard, revised in 1989, is provided by the National Arborist Association to assist tree service companies, utilities, municipalities, governmental agencies, architects, landscape architects, and others in writing contract specifications for tree pruning. It is not intended to be a "how-to" guide but to define the limits and criteria for arboricultural work, recognizing that regional practices may dictate variations in this standard. It was prepared by the Standard Practices Committee of the National Arborist Association, Inc., a professional trade association founded in 1938.

Standard pruning is recommended where aesthetic considerations are secondary to structural integrity and tree health concerns. Standard pruning shall consist of the removal of dead, dying diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to one inch (2.5 cm) in diameter may remain within the main leaf area where it is not practical to remove it.

a. All cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub (see **Diagram A**). Bark at the edge of all pruning cuts should remain firmly attached.

b. All branches too large to support with one hand shall be precut to avoid splitting or tearing of the bark (see **Diagram B**). Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.

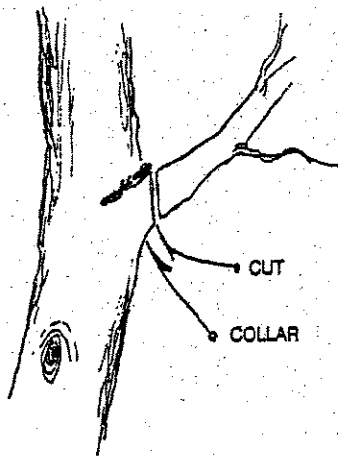


DIAGRAM A

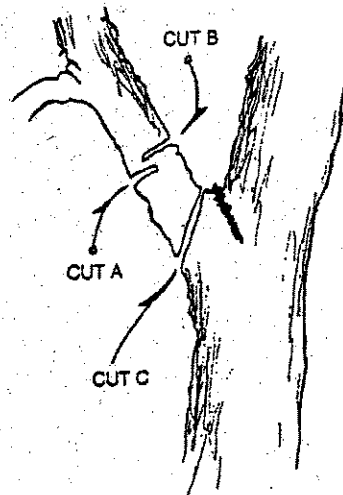


DIAGRAM B

Standard Pruning - Continued

c. Treatment of cuts and wounds with wound dressing or paints has not been shown to be effective in preventing or reducing decay, and is not generally recommended for that reason. Wound dressing over infected wood may stimulate the decay process. If wounds are painted for cosmetic or other reasons, then materials non-toxic to the cambium layer of meristematic tissue must be used. Care must be taken to apply a thin coating of the material only to the exposed wood.

d. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be bark traced if the bark appears loose or damaged. Such tracing shall not penetrate the xylem (sapwood), and margins shall be kept rounded.

e. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

f. All cut limbs shall be removed from the crown upon completion of the pruning.

g. Trees susceptible to serious infectious diseases should not be pruned at the time of year during which the pathogens causing the diseases or the insect vectors are most active. Similarly, if pruning wounds may attract harmful insects, pruning should be timed so as to avoid insect infestation.

h. All visible girdling roots are to be reported to a supervisor and/or the owner.

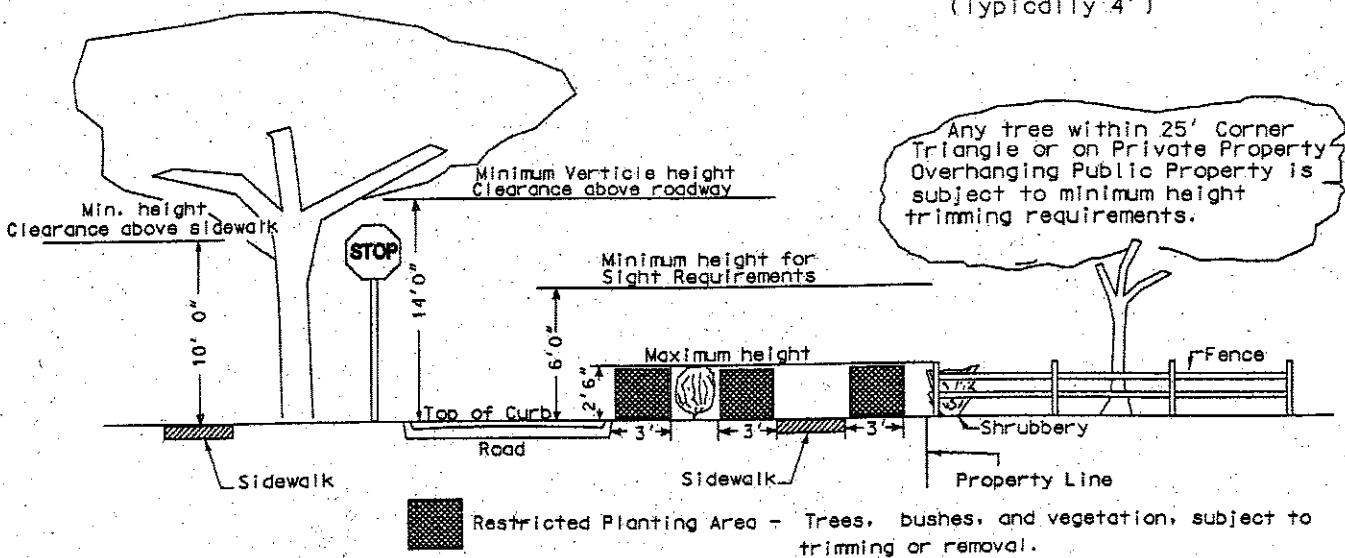
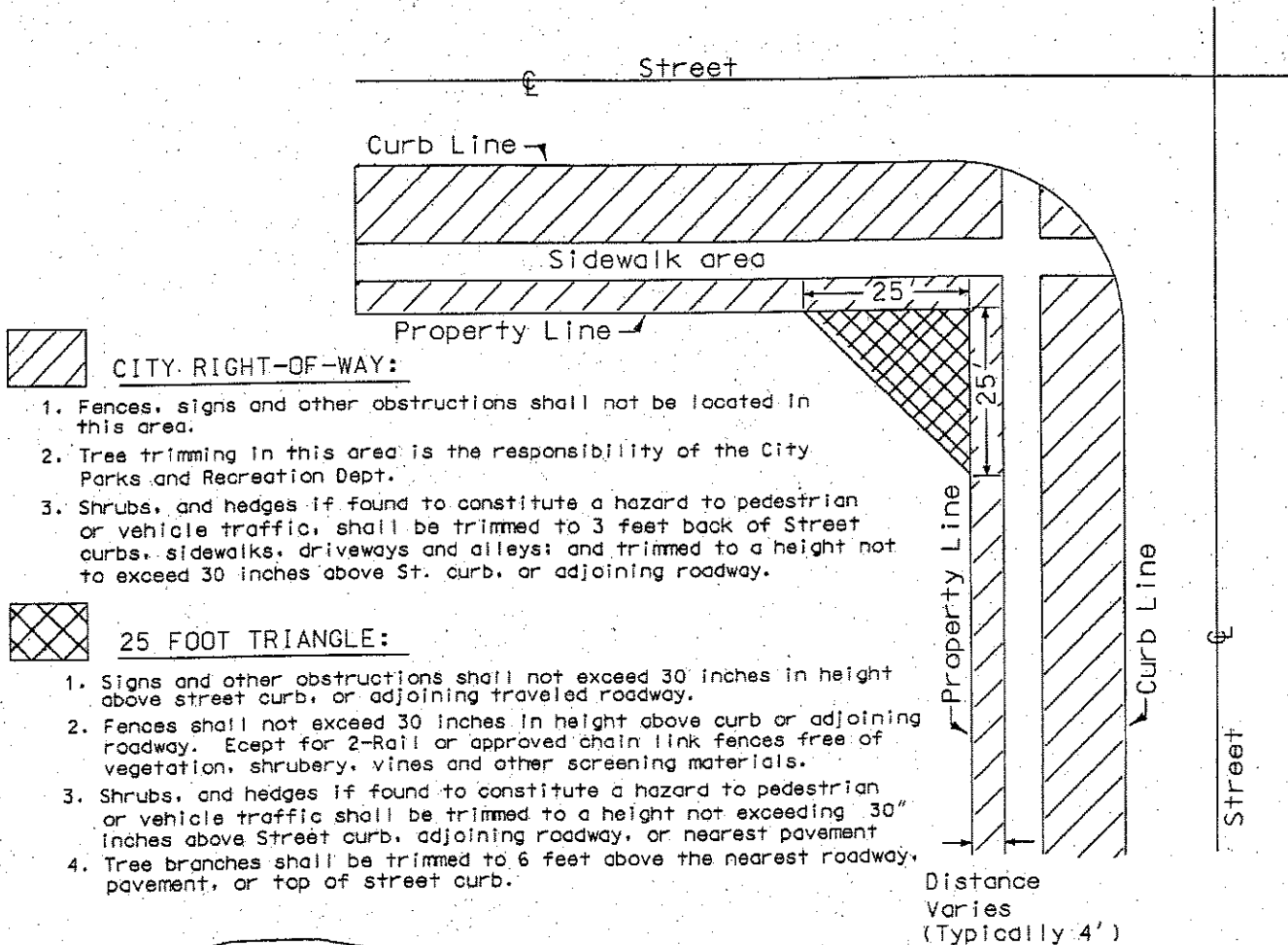
i. The presence of any disease condition, fungus fruit bodies, decayed trunk or branches, split crotches or branches, cracks, or other structural weakness should be reported in writing to a supervisor and/or the owner, and corrective measures recommended.



CITY OF LINCOLN
PUBLIC WORKS DEPARTMENT
TRAFFIC SAFETY DIVISION
(Revised 01-30-2001)

ATTACHMENT B

Requirements of Chapters
12.20 and 14.44 of the
Lincoln Municipal Code



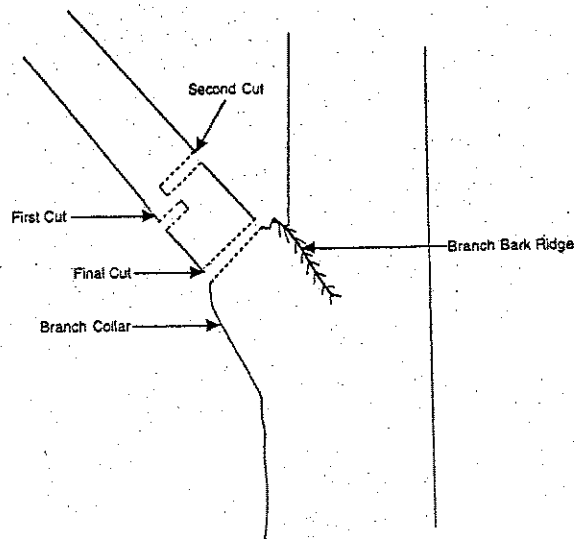


Figure 1 – Removing a large lateral branch requires two preliminary cuts before the final cut

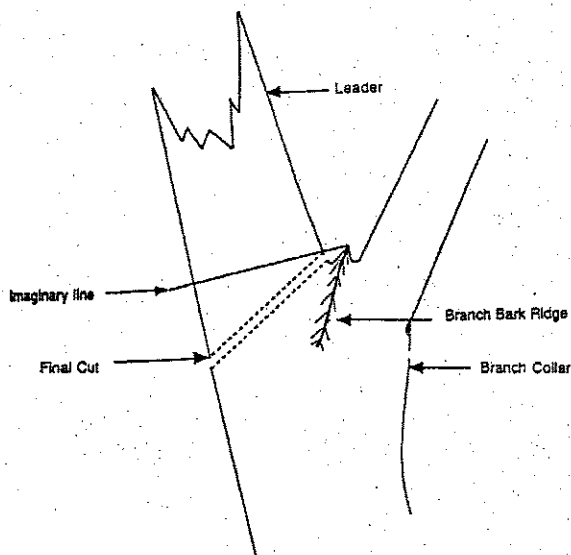


Figure 2 – When cutting back to a lateral, bisect the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed

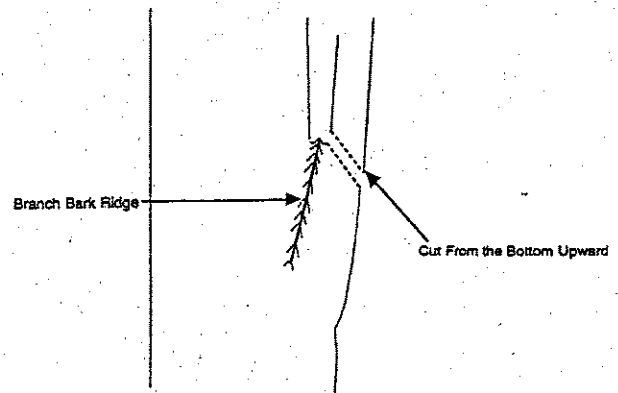


Figure 3 – When removing a branch with a narrow branch attachment, cut from the bottom upward

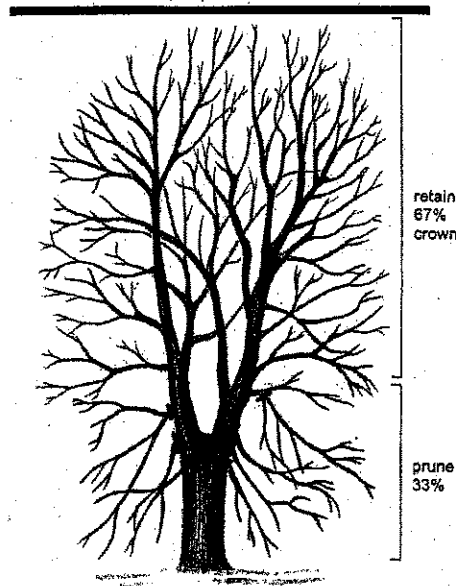


Figure 4. Crown raising - branches to be removed are shaded in blue; pruning cuts should be made where indicated with red lines. The ratio of live crown to total tree height should be at least two-thirds.

2. Crown Raising (Fig. 4)

Crown raising is the practice of removing branches from the bottom of the crown of a tree to provide clearance for pedestrians, vehicles, buildings, lines of site, or to develop a clear stem for timber production. Also, removing lower branches on white pines can prevent blister rust. For street trees the minimum clearance is often specified by municipal ordinance. After pruning, the ratio of the living crown to total tree height should be at least two-thirds (e.g., a 12 m tree should have living branches on at least the upper 8 m).

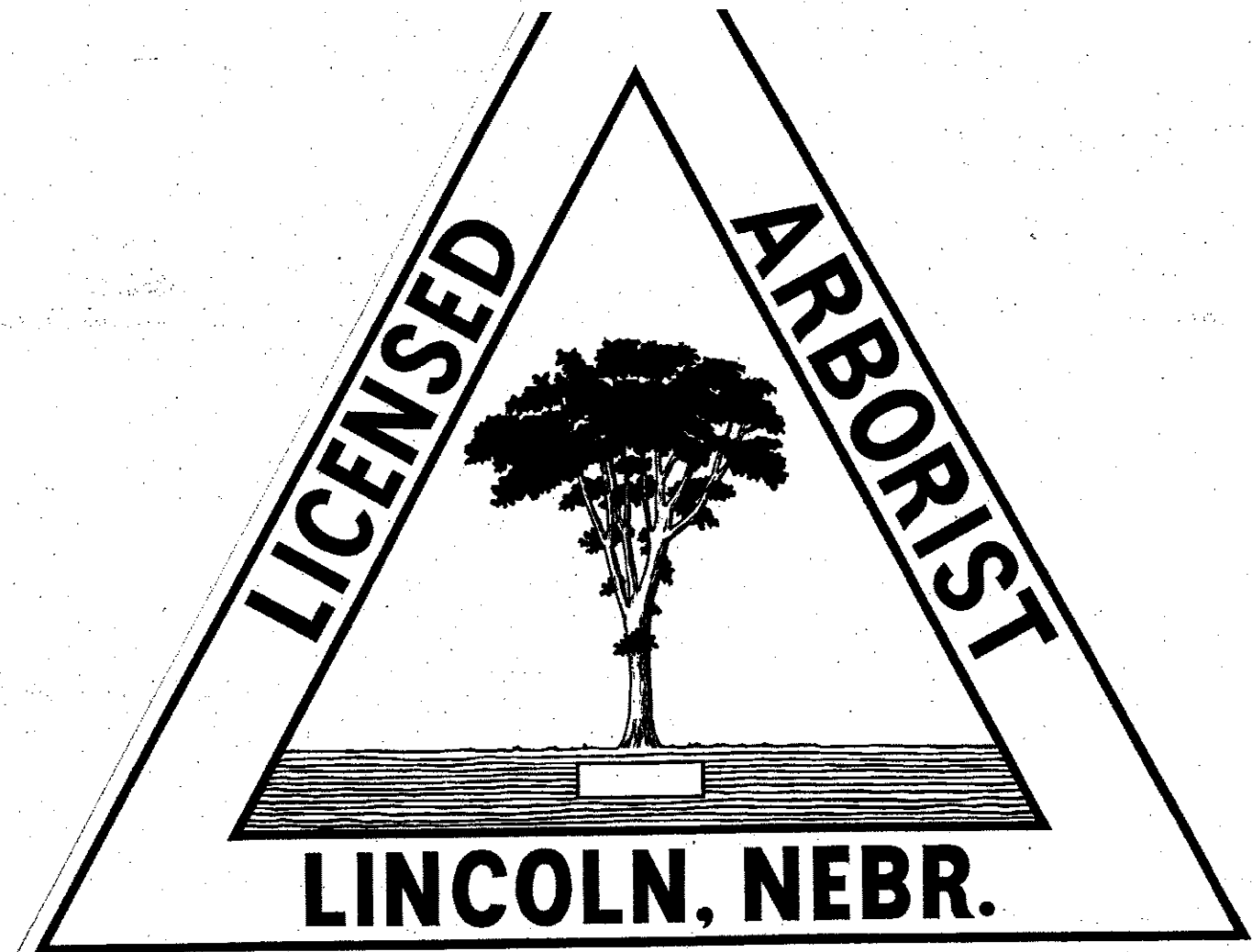
On young trees "temporary" branches may be retained along the stem to encourage taper and protect trees from vandalism and sun scald. Less vigorous shoots should be selected as temporary branches and should be about 10 to 15 cm apart along the stem. They should be pruned annually to slow their growth and should be removed eventually.

FREE FIREWOOD

CITY OF LINCOLN

**PARKS AND
RECREATION
DEPARTMENT**

441-7035



Lincoln



Nebraska's Capital City

SUBJECT: PRUNING CITY STREET TREES

Dear Resident:

The City of Lincoln has scheduled the pruning of street trees located on public property along your street for **tomorrow**, weather permitting.

In order to prune these trees in a safe, timely and efficient manner, we ask that *you please do not park your vehicle on your street between the hours of 8:30 a.m. to 4:00 p.m.* In cases of off-street parking (driveways, parking lots, etc.), please park as far away from the street trees as possible.

Pruning work will include removal of broken, dead, diseased, interfering and poorly formed tree limbs. Live branches may also be selectively removed to allow for greater light or air to circulate through the canopy of the street tree. Low hanging limbs that are a potential hazard to pedestrian or vehicular traffic will be removed when necessary.

Your cooperation while we are working on your street will be appreciated. If you have any questions concerning our tree pruning operations, please call the Forestry Section at 441-7035.

Sincerely,

Steve Schwab
City Arborist

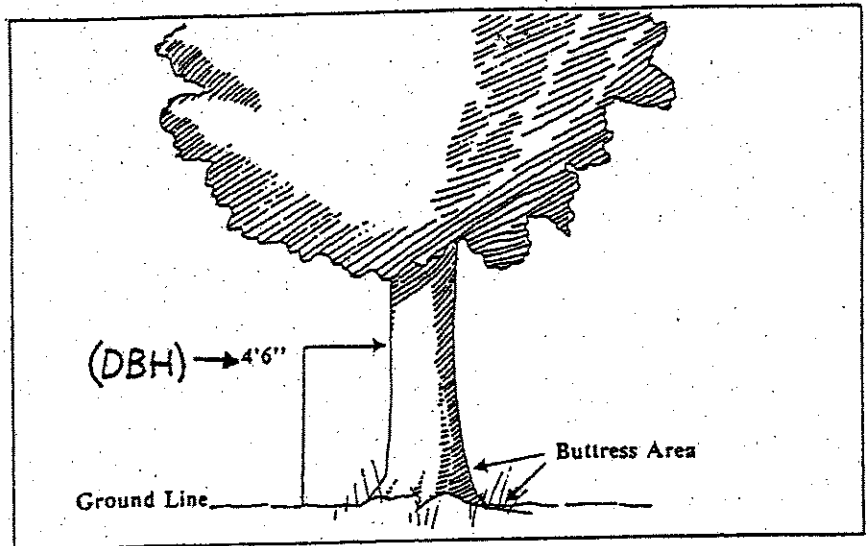
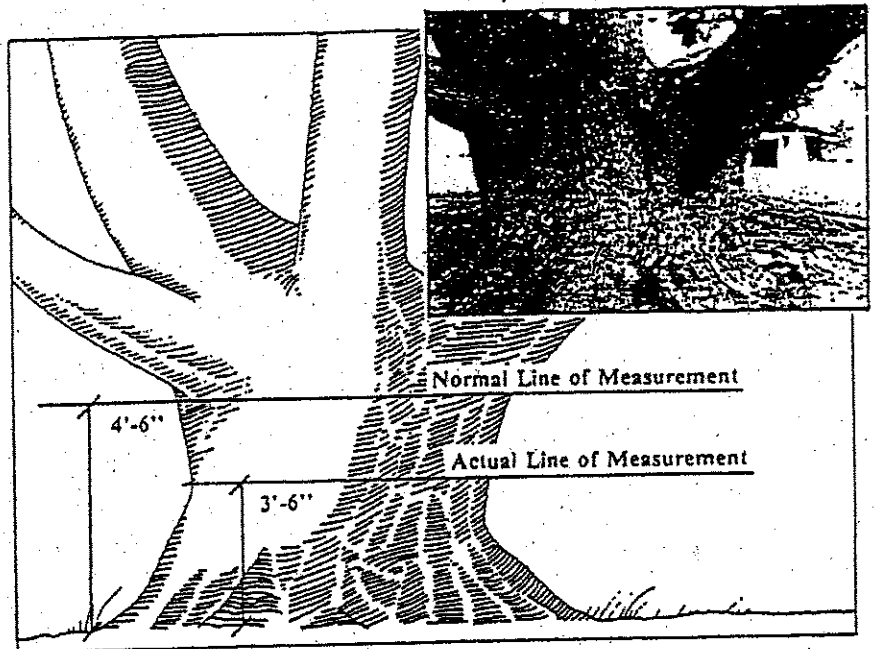


Figure 10



ATTACHMENT H

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of _____ 2003, by and between _____ hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

_____, and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$

CONTRACT AGREEMENT

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be _____.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond

Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):

City of Lincoln

555 South 10th St.

Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place
Of Business):

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.